

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ENERGIZER S.A.

07 CV 7406 (LTS)

Plaintiff,

-against-

M/V YM GREEN, her engines, boilers and
tackle *in rem*; YANG MING MARINE TRANSPORT
CORP.; YANGMING (UK) LTD.; ALL OCEANS
TRANSPORTATION INC.; KAWASAKI KISEN KAISHA,
LTD., CONTERM HONG KONG LTD.; VANGUARD
LOGISTICS SERVICES HONG KONG LTD.; FIEGE
GOTH CO., LTD.; and SHENZHEN HIGH POWER
TECHNOLOGY CO. LTD.

ANSWER TO
CROSS CLAIM
OF DEFENDANT
CONTERM HONG KONG LTD.
AND VANGUARD LOGISTICS
SERVICES HONG KONG
LTD. WITH AFFIRMATIVE
DEFENSES

Defendants.

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Defendant KAWASAKI KISEN KAISHA, LTD. (answering
defendant) by its attorneys, MAHONEY & KEANE, LLP, answers the
Cross-Claim of defendants CONTERM HONG KONG LTD. and VANGUARD
LOGISTICS SERVICES HONG KONG LTD. upon information and belief as
follows:

FIRST: Answering defendant denies the allegations
contained in paragraphs "28" and "29" of defendants CONTERM HONG
KONG LTD. and VANGUARD LOGISTICS SERVICES HONG KONG LTD. Cross-
Claim.

AS AND FOR A FIRST SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE

SECOND: Defendant, KAWASAKI KISEN KAISHA, LTD., repeat,
reiterate and make applicable to co-defendants CONTERM HONG KONG
LTD.'s and VANGUARD LOGISTICS SERVICES HONG KONG LTD.'s Cross-Claim
each Separate and Complete Affirmative defense in their Answer to

plaintiff's Complaint as if specifically set forth herein at length and specifically without waiver of any jurisdictional defenses set forth in answering defendant's answer to plaintiff's Complaint.

WHEREFORE, defendant KAWASAKI KISEN KAISHA, LTD. demand judgment dismissing the Cross-Claim herein, and awarding defendant KAWASAKI KISEN KAISHA, LTD. costs, fees, including reasonable attorneys fees and disbursements of this action, and further demands judgment against the co-defendants CONTERM HONG KONG LTD. and VANGUARD LOGISTICS SERVICES HONG KONG LTD. for all sums which may be recovered by plaintiff against the defendant KAWASAKI KISEN KAISHA, LTD. and awarding KAWASAKI KISEN KAISHA, LTD. costs, disbursements and attorneys' fees of this action, and for such other and further relief as to the Court may seem just and proper.

Dated: New York, N.Y.
February 6, 2008

MAHONEY & KEANE, LLP
Attorneys for Defendant
KAWASKAKI KISEN KAISHA

By:

Edward A. Keane (EK 1398)
111 Broadway, Tenth Floor
New York, New York 10006
(212) 385-1422
File No.: 12/3475/B/07/9

TO: HILL, RIVKINS & HAYDEN, LLP
Attorneys for Plaintiff
45 Broadway, Suite 1500
New York, NY 10006
(212) 669-0600

CICHANOWICZ, CALLAN, KEANE, VENGROW & TESTOR, LLP
Attorneys for Defendants
YANG MING MARINE TRANSPORT CORP.'s and
YANGMING (UK) LTD CARRIERS
61 Broadway, Suite 3000
New York, NY 10006
(212) 344-7042

DOUGHERTY, RYAN, GIUFFRA, ZAMBITO & HESSION
Attorneys for Defendant
CONTERM HONG KONG, LTD. and
VANGUARD LOGISTICS SERVICES HONG KONG LTD.
131 East 38th Street
New York, NY 10016
(212) 889-1288

LENNON, MURPHY & LENNON, LLC
Attorneys for Defendant
FIEGE GOTH CO. LTD.
The Greybar Building
420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6070

KARDARAS & KELLEHER, LLP
Attorneys for Defendant
SHENZHEN HIGH POWER TECHNOLOGY CO., LTD.
44 Wall Street
New York, NY 10005
(212) 785-5055